4. Within eight days of the receipt of the order of acceptance of the tender, the successful tenderer will be required to execute an agreement on a stamp paper of proper value, failing which, his offer will be cancelled and the earnest money forfeited.

5. The earnest money of the successful tenderer will be retained as security deposit for the due fulfilment of the conditions of agreement and returned in whole or in part, as the case may be, after the execution of the work. The deposits of others will be returned immediately.

6. The tenderer must quote specific rate per mile, both in figures and words.

7. Barve State Forest—6 miles of Demarcation line; Ubbur Forest, two miles.

*Further Conditions.*

(*a*) The width of the demarcation line is 33 feet. This width should be maintained through the whole length, which is approximately 6 miles. All trees and other growth should be cut flush with the ground and in no case the stumps left behind should be more than one foot above the ground level.

(*b*) The alignment on the ground will be marked by the Range Officer. The line should strictly follow the alignment and the contractor is liable to rectify any deviation therefrom. The work should be completed by the end of April 1940.

(*c*) During the course of the execution of the work, the contractor will be guided by the instructions of the Departmental Officers, and he will be held responsible for all acts of himself and his men against the rules of the Department. The security will be forfeited for breach of any of the above conditions.

(*d*) Payment will be made, after the work is completed and measured, on a bill passed by the Range Officer.

M. A. MUTHANNA,
*District Forest Officer.*

## SAGAR FOREST DIVISION.

*Notification dated 22nd June 1939.*

It is hereby notified for general information under Section 40 of the Mysore Forest Act that the undermentioned timber found unclaimed in the following locality has been seized and kept in the custody of the person noted below. Persons having any right to the said timber are hereby requested to furnish a statement of their claims to the undersigned, within a month from the date of publication of this notice and establish their claims, failing which the said logs will lapse to Government under Section 42 of the said Act.

| Locality | Kind | Length | Girth | C.ft. | Kept in the custody of |
|---|---|---|---|---|---|
| S. No. 163 of Chagatur Village, Jade Hobli, Sorab Taluk. | Teak .. | 11′—0″ | 4′—2″ | 12 | Patel Veerabhadrappa of Chagatur Village. |

*Notification dated 24th June 1939.*

Notice is hereby given that sealed tenders will be received at the office of the District Forest Officer, Sagar Division, Sagar, up to 4 P.M. on the 17th August 1939, for collecting, rough-dressing and preparing dead sandalwood and ground-hidden roots in the undermentioned Ranges of the Division and transporting the same to the Sandal Koti at Shimoga, either by train or by cart, partly or throughout, whichever is advantageous, during the year 1939-40, as detailed in the subjoined statement:—

| Serial No. | Name of Range | Route | Quantity (approximate) | Remarks |
|---|---|---|---|---|
| 1 | Kardibetta .. | By cart to Anandapuram or Kumsi .. Railway Station and then by train to Shimoga. | 25 tons | The rate for Railway Station includes loading into waggons. |
| 2 | Sagar .. | (1) By cart to Sagar Koti building .. (2) From Koti Building to Sagar Railway Station and then by train to Shimoga. | 40 tons | |
| 3 | Sorab .. | By cart to Sagar Railway Station and then by Train to Shimoga. | 40 tons | |
| 4 | Shikarpur .. | Throughout by cart to Shimoga .. | 50 tons | |
| 5 | Nagar .. | By cart to Arasalu or Anandapuram Railway Station or by cart to Shimoga. | 25 tons | |

1. The contract will be for one year ending with 30th June 1940.

2. Tenders may be submitted specifying the rate per ton offered separately for sandalwood and separately for ground-hidden roots.

3. The tender must be accompanied by a deposit of Rs. 25 (twenty-five) in currency notes as earnest money, in default of which the tender will be rejected. Covers containing

the tender should be addressed to the District Forest Officer, Sagar Division, Sagar, duly registered, insured and superscribed "*Tender for the Collection and Carting of Sandalwood and Ground-hidden Roots.*"

4. The final acceptance of any tender will rest with the District Forest Officer, who does not bind himself to accept the highest or any tender and to assign any reason whatsoever for rejecting the same.

5. The acceptance of any tender will be duly communicated to the successful tenderer and the earnest money of other tenderers will be returned to them.

6. The successful tenderer shall execute a bond on a proper stamped paper embodying the terms enumerated below, within a week of the receipt of the orders and shall deposit in Government Savings Bank a sum of Rs. 100 as earnest money for the due fulfilment of the terms of the contract. The deposit referred to here shall also include the earnest money referred to in para 4 *supra*.

*Conditions.*

(*a*) The collection of dead sandalwood and ground-hidden roots shall be extended to all State Forests, District Forests, Amrit Mahal Kavals, assessed and unassessed Government waste lands and to such of Inam, Jodi, Khayamgutta and Sarvamanya villages, as of which the holders are not entitled to the sandalwood either by sannads or judicial decrees.

(*b*) With regard to the removal of sandalwood from private holdings, only such of the trees as have been marked by the departmental subordinates shall be removed with the previous written permission of the Range Officer.

(*c*) The collection shall be confined to dead, fallen and decaying sandal trees and to ground-hidden roots. On no account shall green and mature trees be uprooted. Axes should not, as far as possible, be used in the uprootal and rough preparation of sandalwood.

(*d*) The Sandalwood uprooted shall be roughly dressed in the jungle leaving a thin layer of less than half an inch of whitewood and shall be transported to the Koti. Each consignment to the Koti shall be covered by a passport issued by the departmental subordinates.

(*e*) The contractor shall further bind himself to collect and transport two-thirds of the contracted quantity before the end of December 1939, and the balance by 30th June 1940.

(*f*) The successful tenderer shall see that no injury is caused to the State Forest or property situated therein in the course of his operations and in the event of any such occurring through his negligence or of his men, he shall be made liable as per departmental rules.

(*g*) Should the collection and transporting of sandalwood to the Koti be found unsatisfactory, the District Forest Officer will immediately cancel the contract and shall make other arrangements for working out the contracted quantity at the risk of the contractor.

(*h*) For the breach of any or all of the above conditions, the contractor shall forfeit the earnest money referred to in para 7 *supra* and portion of moneys due to him for collection and transporting of sandalwood made and not disbursed.

(*i*) Payment of charges shall be made as per procedure now in practice upon the sandalwood and ground-hidden roots received in the Koti and duly weighed out there and for which Koti receipt is produced.

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*Notification dated 24th June 1939.*

SALE OF TIMBER.

It is notified for the general information that the undermentioned kinds and quantities of timber will be sold by public auction under the following conditions at the following depots on the dates noted against the same:—

| Name of Depot | Date of sale | Teak logs | Beete | Honne | Nandi | Hebbahalsu | Teak (Sawn) | Kaihalsu | Other kinds | Remarks |
|---|---|---|---|---|---|---|---|---|---|---|
| Shikarpur .. | 13-7-39 | 446 | .. | .. | 173 | .. | .. | .. | .. | The sales will be conducted by the District Forest Officer, Sagar Division, or any other officer deputed by him. The sale will commence at 2 P.M. on each date and if the sale is not closed on the sale date, the same will be continued the next day. |

*N.B.*—Quantities noted are only approximate.

*Conditions.*

1. Each bidder shall place a deposit of Rs. 200 with the officer conducting the sale. But defaulters to the department will not be allowed to bid at the sales.

In the case of purchasers of timber not exceeding Rs. 200 in value, this deposit will not be insisted upon, provided that the full purchase money is paid in cash on the spot.

2. Any person bidding at the sale may be required by the officer conducting the sale to state whether he is bidding on his own behalf or as an agent, and in the latter case, to produce a written authority duly signed by the principal.

3. The highest bidder shall ordinarily be the purchaser, but the officer conducting the sale can reject any bid or stop the sale at any stage without assigning any reason to the intending purchasers.

4. Immediately after the lot is knocked down to him, the successful bidder shall sign his name opposite the number and specification of the lot bought by him in a book provided for the purpose. Such signature shall be held as admission on his part of having bought such lot and of having accepted the terms of the sale as herein specified. The sale is subject to the confirmation of the Conservator of Forests if the amount exceeds Rs. 1,000 and to that of the District Forest Officer in other cases.

5. After conclusion of the sale, each purchaser shall pay 10 per cent of the amount in cash to the officer conducting the sale and obtain in return from him a receipt vouching for the payment of the one-tenth value as well as the initial deposit of Rs. 200. Should any purchaser fail to comply with this rule, the initial deposit of Rs. 200 shall at once be forfeited to Government and the officer conducting the sale shall be at liberty to resell the timber purchased by such defaulter who shall be required to make good any loss, but shall not participate in any profit from such resale. The amount due by such defaulter on account of loss from resale shall be recovered from him as a revenue demand under Section 79 of the Mysore Forest Act. In calculating such losses, the initial deposit forfeited to Government shall not be taken into account.

6. The deposits tendered by the unsuccessful bidders shall be returned immediately after the sales are concluded, those of the successful bidders being lodged in the Savings Bank as security deposit.

7. The full value of all timber purchased shall be paid for within 30 days after the date of sale or within 15 days after the date of notice of confirmation of the sale, whichever is later. The moneys shall be paid into such treasury as the District Forest Officer may direct, within the time specified.

8. If the amount is not fully paid for by the purchaser before the dates fixed above, the initial deposit as well as the other moneys already paid in shall be forfeited to Government and all or any portion of the timber not fully paid for shall be resold at the risk of the purchaser in the manner prescribed for default of payment of one-tenth value in clause 5 *supra*.

9. No timber lot shall be permitted to be removed by the purchaser unless it has been paid for in full, calculated at the rates at which the timber is knocked down to him at the time of sale, including the 10 per cent deposit paid for the lot at the time of the sale; and no timber shall be removed from the depot unless a permit is obtained from the Forest Officer in charge of the depot. The earnest money will not be adjusted towards the value of timber until 90 per cent of the purchase money over and above the security deposit has been paid.

10. Timber purchased should be removed as early as possible, and in no case should it be allowed to remain longer than 90 days after 15th May 1939. Timber not removed after purchase will remain in the depot at the risk of purchaser from the date of the confirmation of the sale.

11. If the timber is not removed within the time allowed, the same may, after ten days' notice to the purchaser, be sold in public auction and the proceeds will be given to the purchaser after defraying all the expenses in connection with the resale.

12. The deposit of Rs. 200 will remain as security for the due fulfilment of all and every one of the terms of sale, for the breach of any of which by the purchaser, the District Forest Officer shall be entitled to forfeit the deposit in whole or in part and in the event of such forfeiture, the sum so forfeited shall be immediately made good by the purchaser so long as the transaction is not finally closed. The security deposit or the balance thereof, if any, shall be returned to the purchaser after the full value of timber purchased has been paid for and the timber fully removed.

13. Interest will be charged on all belated payments at 6¼ per cent per annum from the date of their falling due up to the date of payment.

N. VENKATARAMAIYA,
*District Forest Officer.*

## BHADRAVATI DIVISION.

*Notification No.* 25, *dated the* 16*th June* 1939.

It is hereby notified for general information of the public under Section 40 of the Mysore Forest Act, that the following timber found in the Government land of Dombarabyranahalli of Shimoga Taluk. are unclaimed. Persons having any claim over the timber are requested to prefer their claims within one month from the date of this notification, failing which the timber will be confiscated to Government under Section 42 of the said Act.

| | | | |
|---|---|---|---|
| Teak | .. 5=9 C.ft. | .. | Kept in custody of Mr. Halayya, Shanbhog of Kallibalu. |